

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION**

In re:

LIFESIZE, INC.,

Debtors.¹

Chapter 11

Case No. 23-50038 (DRJ)

(Jointly Administered)

**AMENDED NOTICE TO CONTRACT PARTIES TO CERTAIN
POTENTIALLY ASSUMED EXECUTORY CONTRACTS**

**YOU ARE RECEIVING THIS AMENDED NOTICE BECAUSE YOU ARE A
COUNTERPARTY TO A CONTRACT SET FORTH ON THE ATTACHED
EXHIBIT A WITH ONE OR MORE OF THE DEBTORS THAT
MAY CONSTITUTE AN EXECUTORY CONTRACT**

PLEASE TAKE NOTICE:

1. On June 6, 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order (I) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (II) Approving Bid Protections, (III) Scheduling Certain Dates with Respect Thereto, (IV) Approving the Form and Manner of Notice Thereof, and (V) Approving Contract Assumption and Assignment Procedures* [Docket No. 123] (the “Bidding Procedures Order”),² authorizing the Debtors to conduct an auction (the “Auction”) to select a party or parties to purchase substantially all of the Debtors’ assets (the “Sale”).

2. On June 23, 2023, the Debtors served a *Notice to Contract Parties to Potentially Assumed Executory Contracts* [Docket No. 124] (the “First Notice”). This Amended Notice amends the First Notice **only** with respect to the contracts listed on Exhibit A attached to this Amended Notice.

3. On July 7, 2023, the Court entered the *Order (I) Approving the Sale of Substantially All Assets of the Debtors Free and Clear of Liens, Encumbrances, Claims and Interests, (II) Approving the Assumption and Assignment of Designated Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 200] (the “Sale Order”), which approved the Sale to Enghouse Interactive, Inc.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Lifesize, Inc. (5803); SL Midco 1, LLC (6980), SL Midco 2, LLC (9192); Serenova, LLC (9208); Telstrat, LLC (5255); LO Platform Midco, Inc. (5738); Serenova WFM, Inc. (2823); and Light Blue Optics, Inc. (7669). The Debtors’ service address is 216 West. Village Blvd., Suite 102, Laredo, TX 78041.

² Capitalized terms used but not defined in this notice are defined in the Bidding Procedures Order.

4. Under the Bidding Procedures Order and the Sale Order, the Debtors **may** assume and assign to Enghouse certain of the contracts listed on **Exhibit A** attached to this Amended Notice. You are receiving this Amended Notice because you are a counterparty to a contract listed on Exhibit A. The Debtors have conducted a further review of their books and records and have determined a revised potential cure amount for unpaid monetary obligations under the contracts on Exhibit A that differs from the cure amount reflected on the First Notice (the “Revised Cure”).

5. If you disagree with the proposed Revised Cure listed on Exhibit A for your contract, your objection must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules, and any order governing the administration of these chapter 11 cases; (c) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure, state the correct cure amount alleged to be owed to you, together with any applicable and appropriate supporting documentation; and (d) be filed with the Court and served on the Debtors’ counsel, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd, 13th Floor, Los Angeles, CA 90067, Attn.: Jeffrey Pomerantz (jpomerantz@pszjlaw.com) and Jordan Kroop (jkroop@pszjlaw.com), and the U.S. Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Aubrey Thomas (aubrey.thomas@usdoj.gov), no later than **August 8, 2023, at 5:00 p.m. (Central Time)** (the “Objection Deadline”).

6. If you don’t file an objection by the Objection Deadline to the Revised Cure, you will be deemed to have stipulated to the accuracy of the Revised Cure and forever barred from asserting any additional cure amount under your contract.

7. Any Revised Cure that remains unresolved as of the Objection Deadline pertaining to an executory contract assumed and assigned in connection with the Sale will be heard at a later date to be fixed by the Court. In accordance with the Bid Procedures Order, if you timely object to either the Cure reflected in the First Notice or the Revised Cure reflected in this Amended Notice, the Debtors will escrow the full Cure amount reflected in the First Notice pending resolution of the disputed Cure or Revised Cure.

8. Notwithstanding anything in this Amended Notice, the mere listing of your contract on Exhibit A does not determine that your contract will be assumed by the Debtors. All rights of the Debtors and Enghouse with respect to your contract are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume your contract under Bankruptcy Code § 365 and in accordance with the procedures allowing the Debtors or Enghouse, as applicable, to designate any executory contract as either rejected or assumed after the Sale closes.

9. Nothing in this notice (a) alters the prepetition nature of your contract or the validity, priority, or amount of any claims of any contract counterparty listed on Exhibit A against the Debtors arising under such contract, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claim of a contract counterparty.

July 28, 2023

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Benjamin L. Wallen

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Counsel to the Debtors in Possession

Certificate of Service

I certify that on July 28, 2023, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Benjamin L. Wallen

Benjamin L. Wallen

Exhibit A — List of Contracts and Cure Costs

Contract Type	Counterparty	Contract Date	Debtor Party	Counterparty Contact	Revised Cure Cost
Netsuite Subscription Estimate	NetSuite Inc.	September 26, 2020	Lifesize, Inc.	500 Oracle Parkway Redwood Shores, California 94065	\$335,950.28
Order Form ¹	Salesforce.com, Inc.	February 10, 2023	Lifesize, Inc.	Salesforce Tower 415 Mission Street, 3rd Floor San Francisco, CA 94105	\$44,800.78
Tableau Online Subscription Agreement ¹	Salesforce.com, Inc.	July 28, 2020	Lifesize, Inc.	Salesforce Tower 415 Mission Street, 3rd Floor San Francisco, CA 94105	\$52,487.35
Reseller Agreement	Blue Jeans Network, Inc.	September 23, 2020	Lifesize, Inc.	516 Clyde Avenue Mountain View, CA 94043	\$396,024.01

¹ The two Salesforce contracts were listed as one contract in the First Notice. This Amended Notice corrects that error and lists Revised Cures for each.